

AL
AL

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED

1 **EDDIE SANTANA**
Plaintiff,
vs.

FEB 5 2014

CASE NO: Phil Lombardi, Clerk
U.S. DISTRICT COURT

2 **VERIZON WIRELESS,**
3 **IC SYSTEMS INC,**
4 **JP MORGAN CHASE, BANK,**
5 **DIVERSIFIED CONSULTANTS, INC,**
6 **CITY OF GEORGE WEST,**
7 **MCCREARY, VESLKA, BRAGG &**
ALLEN, PC,
8 **MOBILOANS,**
9 **ONE CLICK CASH,**
10 **TRANSUNION,**
11 **EQUIFAX,**
12 **EXPERIAN,**

14 CV - 052 JED - PJC

Defendants.

COMPLAINT

JURISDICTION AND VENUE

This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, 28 U.S.C. §1367, 15 U.S.C. § 1693 et. seq. known as the Electronic Funds Transfer Act, Title 11 of the United States Code otherwise known of the United States Bankruptcy Code, 15 U.S.C. § 1692(a) et. seq., also known as the Fair Debt Collections Practice Act as well as pendant State jurisdiction. Venue is correct as the cause of action arose in Tulsa County.

PARTIES

1. At all times referred to herein, Plaintiff Eddie Santana (herein, "Plaintiff") was a resident of the City of Tulsa, County of Tulsa, State of Oklahoma.

IFP

2. At all times referred to herein, Defendant Verizon Wireless (herein “Verizon”) is a foreign limited liability corporation operating in the State of Oklahoma.

3. At all times referred to herein, Defendant IC System, Inc. is a foreign corporation doing business from Minnesota but with contacts with Oklahoma and an agent of Verizon.

4. At all times referred to herein, Defendant JP Morgan Chase Bank, N.A. (herein, “Chase Bank”) was a foreign corporation operating in the State of Oklahoma.

5. At all times referred to herein, Defendant Diversified Consultants, Inc. (herein, “Diversified”) was a foreign corporation operating in the State of Oklahoma.

6. At all times referred to herein, Defendant City Of George West was a Municipal corporation formed under the laws of the State of Texas, continuing to collect a debt from me, the Plaintiff, in the State of Oklahoma.

7. At all times referred to herein, Defendant McCreary, Veslka, Bragg & Allen, PC (herein, “MVBA”) was a business in the State of Texas continuing to collect a debt from me, the Plaintiff, in the State of Oklahoma and an agent of City of George West.

~~8. At all times referred to herein, Defendant Superior Court of California, Central Justice Division. (herein, “Calif Court”) was a court operating in California, and continuing to collect a debt from me (Plaintiff) in Oklahoma.~~

~~9. At all times referred to herein, Defendant GC Services Limited Partnership (herein, “GC”) was a foreign limited partnership company, an agent of Calif. Court, GC being in Texas, continuing to collect a debt from me (Plaintiff) in Oklahoma.~~

10. At all times referred to herein, Defendant Mobiloans was a business in the State of Louisiana continuing to collect a debt from me, the Plaintiff, in the State of Oklahoma.

11. At all times referred to herein, Defendant One Click Cash was a business in the State of Nebraska continuing to collect a debt from me, the Plaintiff, in the State of Oklahoma.

12. At all times referred to herein, Defendant TransUnion was an organization operating as a credit bureau in the United States.

13. At all times referred to herein, Defendant Equifax was an organization operating as a credit bureau in the United States.

14. At all times referred to herein, Defendant Experian was an organization operating as a credit bureau in the United States.

BACKGROUND FACTS

15. I, the Plaintiff am on social security disability; therefore have a fixed, limited income.

16. Plaintiff has told the defendants and defendants are aware, or should be aware that I am on a limited fixed income.

17. The defendants are related in the fact that they are currently and aggressively trying to collect debts from me in Oklahoma and outside of Oklahoma.

18. Defendants are using whatever tactics necessary, ethical or not, including withholding my driver's license and threats of warrants of arrest and negative credit bureau reporting, as well as relentless, ruthless constant phone calls.

19. The City of George West and their agent MVBA continue to pursue Plaintiff for a traffic citation from 2004 which has become un-actionable due to Texas criminal statute of limitations according to Article 12.01 et seq. of the Texas Code of Criminal Procedure.

20. I, the Plaintiff owe a debt to creditor Mobiloans. In an attempt to collect the debt, after I orally told Mobiloans I did not have any money in the bank, they continued to debit my account deliberately causing my account to accrue overdraft charges which contributed to a large amount owed to defendant Chase Bank.

21. I, the Plaintiff owe a debt to creditor One Click Cash. In an attempt to collect the debt, after I orally told One Click Cash I did not have any money in the bank, they continued to debit my account deliberately causing my account to accrue overdraft charges which contributed to a large amount owed to defendant Chase Bank.

22. Chase Bank participated in the abuse of the electronic fund actions of Mobiloans and One Click Cash.

23. As part of their collection guerilla tactics, the defendants have reported me (Plaintiff) to the credit bureaus, Transunion, Equifax and Experian immediately after receiving Plaintiff's assigned debt.

24. This action is needed to halt the slew of heartless collections.

INJURY TO PLAINTIFF

25. As the direct result of Defendants' unlawful harassment, I, the Plaintiff have had no peace or tranquility under the various threats, violations and strong arm tactics.

26. Plaintiff has no adequate remedy at law or otherwise. Accordingly, Plaintiff is entitled to injunctive, declaratory or monetary relief.

CLAIMS

COUNT ONE - AS TO VERIZON WIRELESS AND IC SYSTEM- VIOLATION OF FAIR DEBT COLLECTIONS PRACTICE ACT (FDCPA) (15 U.S.C. § 1692(a))

27. Plaintiff repleads and incorporates by reference herein the allegations contained in Paragraphs 1 through 26 of this Complaint.

28. The FDCPA prohibits excessive phone calls which Verizon and IC System continue calling everyday intending to harass Plaintiff into giving them money. IC System also immediately went into collusion with Transunion, Equifax and Experian credit bureaus in retaliation for not giving them what they want, and to hurt me, the Plaintiff. This was all done with the intention of the Defendants getting money from Plaintiff. Further, defendants are trying to collect money for services never rendered. Defendants were told that I (Plaintiff) totally dispute their charges.

**COUNT TWO - AS TO MOBILOANS, ONE
CLICK CASH AND CHASE BANK – NEGLIGENCE PER SE –
VIOLATION OF THE ELECTRONIC FUNDS TRANSFER ACT
(EFTA) (15 U.S.C. § 1693)**

29. Plaintiff repleads and incorporates by reference herein the allegations contained in Paragraphs 1 through 28 of this Complaint.

30. Negligence per se address the harm a defendant does a plaintiff that she owes a duty of care to. In this case, the EFTA is a law enacted to protect my kind of plaintiff, to keep them from getting money stolen electronically without permission.

31. The Defendants Mobiloan and One Click Cash debited money from my (Plaintiff's) account as Chase Bank without Plaintiff's authorization, and Chase Bank continued to allow this after I told Chase Bank about it. Chase Bank's failure to do anything about the unauthorized debit attempts put Chase Bank in collusion with Mobiloan and One Click Cash to violate the EFTA (15 U.S.C. § 1693).

32. Had the defendants not violated the EFTA by debiting money without permission, plaintiff would not have incurred the damages of all of the non-sufficient funds charges incurred because of the unauthorized transactions.

**COUNT THREE – AS TO GEORGE WEST AND MVBA –
STATUTE OF LIMITATIONS EXPIRED**

33. Plaintiff repleads and incorporates by reference herein the allegations contained in Paragraphs 1 through 32 of this complaint.

34. According to Defendant George West's own Texas law, Article 12.01 et. seq. of Texas Criminal Procedure, the state has two years to file a misdemeanor (a ticket) in

the District Attorney's office or it is forever barred from any action on that ticket. The ticket was issued in 2004, so today, the ticket is not actionable.

DAMAGES SOUGHT

35. Defendants have, or intend on reporting negatively about me, the Plaintiff to the defendants Transunion, Equifax and Experian. A healthy credit report these days is as necessary as a vehicle in order to get employment, insurance, a mortgage, car loan, and other things. By maliciously interfering with Plaintiff's credit the Defendants are intentionally causing harm to the reputation and life of the Plaintiff which Plaintiff should be monetarily compensated for in the amount of \$10,000. For the violation of the EFTA and the FDCPA Plaintiff is seeking \$1000 from each defendant for the amount of \$8000, credit bureaus excluded. Total damages sought are \$18,000 and an order enjoining the defendants from violating the EFTA or FDCPA any further.

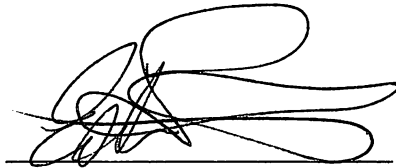
PRAYER FOR RELIEF

36. Because of this the Plaintiff believes the money lost at the Creek Nation casino should be returned.

WHEREFORE, premises considered, Plaintiff respectfully prays for the following relief:

- a. judgment in the amount of eighteen thousand dollars (\$18,000.00);
- b. an order enjoining any further violations and an order enjoining George West from pursuing Plaintiff any further for a debt;
- c. further relief as the court deems just and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Eddie Santana', written over a horizontal line.

Eddie Santana
Plaintiff, Pro Se
731 E. 43rd St. N.
Tulsa, Ok. 74106
(949) 200-0779

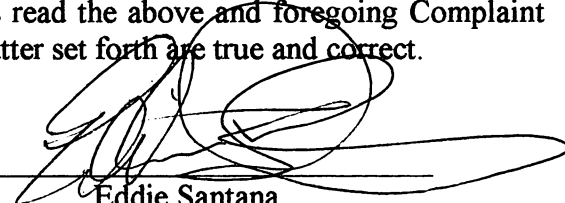
Verification

STATE OF OKLAHOMA)

COUNTY OF TULSA)

Eddie Santana, being first duly sworn upon oath, states:

He is the Petitioner above named, that she has read the above and foregoing Complaint and knows the contents thereof, and that the matter set forth are true and correct.


Eddie Santana

2014.

Sworn and subscribed before me this 5 day of February, 2014


Notary Public

My Commission Expires: 7-18-16

